

PROGRAM ARRANGEMENT

between

THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

and

THE DEPARTMENT OF PRIMARY INDUSTRIES AND ENERGY
OF AUSTRALIA

ON THE EXCHANGE OF INFORMATION

CONCERNING RESEARCH-IN-PROGRESS

PROGRAM ARRANGEMENT

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and

THE DEPARTMENT OF PRIMARY INDUSTRIES AND ENERGY OF AUSTRALIA

ON EXCHANGE OF INFORMATION CONCERNING

RESEARCH-IN-PROGRESS

RECOGNIZING THAT:

The Department of Energy of the United States of America (hereinafter referred to as "DOE") and the Department of Primary Industries and Energy of Australia (hereinafter referred to as "DPIE") (hereinafter collectively referred to as the "Parties") have a mutual interest and desire to cooperate in the field of energy research and development;

In the furtherance of this mutual interest and desire, the Parties signed a Memorandum of Understanding on 11 April 1988 ("the MOU");

DOE maintains a data base on current work being done in energy research and development in the United States of America and DPIE collects similar data on the same subject in Australia;

The exchange of this Research-In-Progress data will allow researchers and policymakers in government, academia, and industry of each country to become knowledgeable of energy research activities and directions of the other country. Identification of the experts and leading research organizations in specific energy areas and disciplines will facilitate exchange of ideas and information between the United States and Australia; therefore,

The Parties make the following Program Arrangement under Section 3.1 of the MOU:

OBJECTIVE

1. The Parties will establish an exchange of energy Research-In-Progress information to complement energy research and development activities in their respective countries.

IMPLEMENTATION

2. As soon as practicable after signature of this Program Arrangement and annually thereafter, DPIE will provide to DOE, a magnetic tape in an internationally accepted format containing the "Enerlinks" data base of Australian energy research and development projects in progress.
3. As soon as practicable after signature of this Program Arrangement, DOE will provide to DPIE, via DOE Integrated Technical Information System (ITIS), on-line access to the DOE data base at the usual ITIS charges plus telecommunication fees. DPIE will be provided a password to access via Telenet or Tymnet the DOE/ITIS on Monday through Friday from 6 p.m. to 8 p.m. (U.S. Eastern Time Zone).
4. DPIE will join with DOE and other countries having a Research-In-Progress exchange program with DOE in establishing an International Energy Research-in-Progress (IERIP) data base on STN International, a commercial system which provides public access to on-line data bases. Under this arrangement only countries contributing data will have access to the data base. As soon as the IERIP data base is accessible in Australia via STN International, access to the DOE Research-In-Progress data base on DOE/ITIS system will be terminated.

MANAGEMENT

5. To supervise the execution for this Program Arrangement DOE and DPIE have named, respectively, the Manager of the DOE Office of Scientific and Technical Information (OSTI) and the Australian Assistant Secretary, Research Programs and Electricity Branch as designated Representatives. At the conclusion of the first year of the exchange and annually thereafter, the Representatives shall evaluate the program and consider any necessary adjustments. At their discretion, the Representatives may name correspondents to carry out day-to-day management of the cooperation.

COPYRIGHT PROTECTION

6. Copyrights of the Parties of the cooperating organizations and persons will be accorded treatment consistent with internationally recognized standards of protection. Each party will make efforts to arrange for a grant to the other Party of an appropriate license, as requested by the other Party, in copyrighted material exchanged under this Program Arrangement. The terms and conditions of any such license will be agreed between the relevant Parties.

EXCHANGE OF INFORMATION

7. The Parties support the widest possible dissemination of information exchanged under this Program Arrangement subject to any need to protect information exchanged hereunder which is required under the laws of the country of the transmitting Party.
8. The information to be exchanged under this Program Arrangement will not include proprietary information as described below.
9. In this Program Arrangement:
 - a. "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided, exchanged or arising under this Program Arrangement; and
 - b. "proprietary information" means information developed prior to or outside this Program Arrangement that contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:
 - (1) has been held in confidence by its owner;
 - (2) is of a type which is customarily held in confidence by its owner;
 - (3) has not been transmitted by the transmitting Party to other entities (including the recipient Party) except on the basis that it be held in confidence; and

(4) is not otherwise available to the recipient Party from another source without restriction on its further dissemination.

10. Nothing contained in this Program Arrangement will preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Program Arrangement.
11. The application or use of any information accessed, exchanged or transferred under this Program Arrangement will be the responsibility of the recipient Party. Neither warrants the suitability of information for any particular use or application, nor does it provide warranty or assurances as to the accuracy of the information so exchanged or transferred.
12. Information transmitted by one Party to the other Party under this Program Arrangement will be accurate to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by any third Party.

FUNDING

13. Except as provided for in paragraph #3 above, all costs resulting from cooperation under this Program Arrangement will be borne by the Party that incurs them, unless subsequently agreed in writing. It is understood that the ability of each Party to carry out its obligations under this Program Arrangement is subject to the availability of appropriated funds.

GENERAL PROVISIONS

14. In acting under this Program Arrangement each Party will comply with all the applicable laws and regulations in its country.
15. All questions related to the Program Arrangement arising during its term will be settled by the Parties by mutual consent.

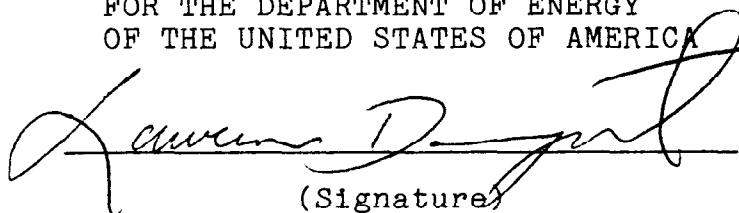
EFFECTIVE DATE AND TERMINATION

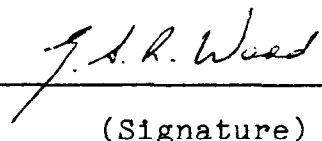
16. This Program Arrangement will come into effect upon signature by the Parties. Unless terminated pursuant to paragraph #17 below, this Program Arrangement will continue in effect until the expiration or termination of the MOU.
17. Either Party may terminate this Program Arrangement to take effect after six months advance notice of such termination.

Done in Washington, D.C., this 13th day of January 1989

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

FOR THE DEPARTMENT OF PRIMARY
INDUSTRIES AND ENERGY OF AUSTRALIA


(Signature)


(Signature)

Dr. Lawrence F. Davenport
(Printed Name)

Assistant Secretary,
Department of Energy

(Title)

G. S. R. Wood

(Printed Name)

Minister (Commercial)
Embassy of Australia

(Title)